Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
DBSD NORTH AMERICA, INC., *et al.*,[1]	)	Case No. 09-13061 (REG)
Debtors.	)	Jointly Administered

ORDER AUTHORIZING AND
APPROVING THE INVESTMENT AGREEMENT

Upon the motion (the "**Motion**") of the above-captioned debtors (the "**Debtors**") for the entry of an order (this "**Order**") approving and authorizing the Debtors' entry into the Investment Agreement (defined below) pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 6004 of the Federal Rules of Bankruptcy Procedure; it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted to the extent set forth herein.

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1 The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: DBSD North America, Inc. (6404); 3421554 Canada Inc. (4288); DBSD Satellite Management, LLC (3242); DBSD Satellite North America Limited (6400); DBSD Satellite Services G.P. (0437); DBSD Satellite Services Limited (8189); DBSD Services Limited (0168); New DBSD Satellite Services G.P. (4044); and SSG UK Limited (6399). The service address for each of the Debtors is 11700 Plaza America Drive, Suite 1010, Reston, Virginia 20190.

2. The Investment Agreement, dated as of February 1, 2011, between DBSD North America, Inc. and DISH Network Corporation ("**DISH**"), a copy of which is attached to the Motion as **Exhibit B** (collectively with all exhibits thereto, the "**Investment Agreement**"), is hereby approved.

3. The Debtors are authorized to execute, deliver, perform under, consummate and implement the Investment Agreement and all additional instruments and documents, and to take any and all actions necessary and proper to implement the terms of such agreements, instruments and documents, as may be reasonably necessary or desirable to implement and perform under the Investment Agreement and consummate the transactions contemplated thereby, and such agreements, instruments and documents shall be binding and enforceable against the Debtors and their estates and the other parties thereto in accordance with their terms and subject to the conditions therein.

4. The Debtors are authorized to amend, modify or supplement the Investment Agreement in accordance with its terms (subject to any applicable consent requirements) without further order of this Court or notice thereof to any party.

5. The Debtors are authorized to reimburse DISH and its affiliates for all Investor Transaction Expenses (as such term is defined in the Investment Agreement) in accordance with the terms of the Investment Agreement without further order of the Court.

6. Any amounts owing to DISH and its affiliates under the Investment Agreement, including, without limitation, those amounts described in sections 4.07(b) and 6.02 of the Investment Agreement, are entitled to administrative expense priority under section 503(b) of the Bankruptcy Code.

7. The automatic stay provisions of section 362 of the Bankruptcy Code hereby are, to the extent applicable, vacated and modified to the extent necessary without the need for any further order of this Court to permit DISH to issue notices, including, without limitation, notices under Article VI of the Investment Agreement, required or permitted to be given to the Debtors under the terms of the Investment Agreement.

8. The Reverse Break-Up Fee (as defined in the Investment Agreement) constitutes liquidated damages and not a penalty and shall be the exclusive remedy of the Company, its Affiliates and its Related Persons (each, as defined in the Investment Agreement) after any termination to which a Reverse Break-Up Fee applies as set forth in section 6.02(d) thereof (it being understood that the Investor shall not have any liability of any kind whatsoever for a termination of the Investment Agreement outside the scope of section 6.02).

9. The Company shall not, and shall cause each of its Related Persons not to, bring any cause of action (including for a willful and material breach of the Investment Agreement by DISH) against or otherwise seek remedies from, DISH or any Affiliate of DISH or any of their respective Related Persons, whether at equity or in law, for breach of contract, in tort or otherwise, in the event that the Investment Agreement is terminated for any reason in accordance with a Reverse Break Fee Termination, and any claim, right or cause of action by the Company or any other person against DISH, its Affiliates or their respective Related Persons in excess of the applicable Reverse Break-Up Fee is waived, released and forever discharged.

10. This Order shall take effect immediately upon entry thereof.

New York, New York
Dated: ____________, 2011

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United States Bankruptcy Judge